Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

## Filing at a Glance

Company: USAble Life

Filing Type: Form

Product Name: Group Health Policy SERFF Tr Num: LSVX- State: Arkansas

Amendments and Employer Applic G128283080

TOI: H16G Group Health - Major Medical SERFF Status: Closed-Approved State Tr Num:

Sub-TOI: H16G.001C Any Size Group - Other Co Tr Num: AR000960100012 State Status: Approved-Closed

Reviewer(s): Donna Lambert uthor: SPI Life and Specialty Disposition Date: 04/23/2012

Author: SPI Life and Specialty

Ventures

Date Submitted: 04/19/2012 Disposition Status: Approved

Implementation Date Requested: 04/19/2012 Implementation Date: 04/23/2012

State Filing Description:

### **General Information**

Project Name: GRP- Group Status of Filing in Domicile:
Project Number: AR000960100012 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Employer Overall Rate Impact:

Filing Status Changed: 04/23/2012

State Status Changed: 04/23/2012 Deemer Date:

Created By: SPI Life and Specialty Ventures

Submitted By: SPI Life and Specialty Ventures

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null Healthcare.gov ID: Filing Description:

Attached please find forms 42-59, 42-60 7/12, 42-14, 42-29, 42-30 R7/12 for your review and approval.

Amendment Form 42-59 amends specific benefit certificates to add an annual open enrollment period. We are deleting the 18-month preexisting condition limitation period for late enrollees to correlate with this change. This change does not apply to any My Enrollment or Conversion certificates. Additionally, we are deleting the reference to filing fee under the "External Review" provision to correlate with Arkansas Insurance Department Rule and Regulation 76. This is the only

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

provision included in amendment 42-60 because of its content.

Amendment Forms 42-29 and 42-30 have been modified to delete the Prior Approval requirements for all inpatient mental health benefits.

Amendment Form 42-14 has been amended to add "individual psychotherapy" to the list of services not covered with the specialty care physician copayment for clarification only. This does not represent a change in benefits.

Also attached is form 43-11 R04/12 for your review and approval.

In this revised form, the "Attestations" section have been amended to require Medicare A and B cards for all Medicare eligible employees to receive the lower rate. Mental Health Parity has been modified to clarify that small group employers are defined to those groups who employed an average of not more than 50 employees on business days during the preceding calendar year. Medical Loss Ratio has been amended to reflect the new requirement in Arkansas to define small groups as "not more than 100 employees" on business days during the preceding calendar year.

Section 5., Employee Information, Minimum Participation Requirements has been amended to delete the reference to 100% Employer contribution as this provision is no longer used by our groups.

We have attached a Flesch Reading Ease score certification signed by an officer of the company as required by Arkansas Code Annotated §23-80-206(d).

We certify that the submission meets the provisions of Arkansas Insurance Department Rule & Regulation 19. We further certify that the Life and Health Guaranty Association Notices required by Arkansas Insurance Department Rule & Regulation 49 and the consumer information notice required by Arkansas Code Annotated §23-79-138 are incorporated in the certificates/policies to which these amendments are attached.

State Narrative:

# **Company and Contact**

#### **Filing Contact Information**

Rob Wittenburg, Compliance Supervisor rwittenburg@usablelife.com

PO Box 1650 501-212-8877 [Phone] 8877 [Ext]

Little Rock, AR 72203-1650 501-235-8484 [FAX]

**Filing Company Information** 

USAble Life CoCode: 94358 State of Domicile: Arkansas
PO Box 1650 Group Code: 876 Company Type: Life & Healh

Little Rock, AR 72203-1650 Group Name: Life and Speciality State ID Number:

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

Ventures (LSV)

(501) 375-7200 ext. [Phone] FEIN Number: 71-0505232

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## **Filing Fees**

Fee Required? Yes

Fee Amount: \$300.00

Retaliatory? No

Fee Explanation: \$50 per form x 6 forms = \$300

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

USAble Life \$300.00 04/19/2012 58127471

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

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Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

## **Disposition**

Disposition Date: 04/23/2012 Implementation Date: 04/23/2012

Status: Approved

HHS Status: Not Reported State Review: Not Reviewed

Comment: Thank you for pointing that out. I overlooked it.

Rate data does NOT apply to filing.

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved	Yes
Form	Mental Health Parity Amendment	Approved	Yes
Form	Mental Health Parity Amendment	Approved	Yes
Form	Primary Care Physician & Specialty Care	Approved	Yes
	Physician Optional Benefits Amendment		
Form	General Amendment	Approved	Yes
Form	General Amendment	Approved	Yes
Form	Employer Application	Approved	Yes

Filing Company: USAble Life State Tracking Number:

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Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

### Form Schedule

Lead Form Number: 42-29 MHP R7/12

Schedule Form Item Number Status	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 42-29 MHF 04/19/2012 R7/12	P Certificate Mental Health Parity Amendmen Amendment t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 42-29 MHP R1/12 Previous Filing #: 50195	0.000	42-29 MHP R7-12.PDF
Approved 42-30 MHF 04/19/2012 R7/12	P Certificate Mental Health Parity Amendmen Amendment t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 42-30 MHP R1/12 Previous Filing #: 50195	0.000	42-30 MHP R7-12.PDF
Approved 42-14 04/19/2012 R7/12	Certificate Primary Care Amendmen Physician & Specialt t, Insert Care Physician Page, Optional Benefits Endorseme Amendment nt or Rider	Revised y	Replaced Form #: Previous Filing #:	0.000	42-14 R7-12 PCPSCP.PD F
Approved 42-59 7/12 04/23/2012	Certificate General Amendment Amendmen t, Insert Page, Endorseme nt or Rider	: Initial		0.000	42-59 7-12 GenAmen.PD F
Approved 42-60 7/12 04/19/2012	Certificate General Amendment Amendmen t, Insert Page, Endorseme nt or Rider	: Initial		0.000	42-60 7-12 GenAmend.P DF
Approved 43-11	Application/Employer Application	Revised	Replaced Form #:	0.000	USAble Life

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

Form Previous Filing #: R04-12.PDF

49296



# AMENDMENT TO THE USABLE LIFE COMPREHENSIVE MAJOR MEDICAL GROUP BENEFIT CERTIFICATES

#### AMENDMENT NO. 42-29 MENTAL HEALTH PARITY

The following subsection amendment language is hereby amended to read as follows.

BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN, Psychiatric Conditions and Substance Abuse Services is hereby amended to read as follows.

**Mental Illness and Substance Abuse Services (Alcohol and Drug Abuse).** Subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, coverage is provided for Health Interventions to treat Mental Illness and Substance Abuse.

- Outpatient Health Interventions.
  - a. Coverage of Mental Illness and Substance Abuse Health Interventions during office visits and other forms of outpatient treatment, including partial or full-day program services is subject [to the Specialty Care Physician Copayment and] to the Deductible and Coinsurance set out in the Schedule of Benefits.
  - b. Coverage of office visits and other outpatient treatment sessions, beyond the eighth session in a calendar year, except for medication management treatment sessions, is subject to Prior Approval from the Company. See Subsection 3, below.
- 2. Inpatient, Partial Hospitalization Program and Intensive Outpatient Program Health Interventions
  - Coverage for Inpatient Hospitalization, Partial Hospitalization Programs or Intensive Outpatient Programs for Mental Illness or Substance Abuse Health Interventions is subject to the following requirements.
    - i. Inpatient Hospitalization requires a patient to receive Covered Services 24 hours a day as an inpatient in a Hospital.
    - ii. Partial Hospitalization Programs generally require the patient to receive Covered Services six to eight hours a day, five to seven days per week in a Hospital outpatient setting.
    - iii. Intensive Outpatient Programs generally require the patient to receive Covered Services lasting two to four hours a day, three to five days per week in a Hospital outpatient setting.
  - b. Coverage is subject [to the Inpatient Hospital Copayment and] to the Deductible and Coinsurance set forth in the Schedule of Benefits.
  - c. The treating facility must be a Hospital. See Subsection 9.42. Treatment received at a Freestanding Residential Substance Abuse Treatment Center or at a Freestanding Psychiatric Residential Treatment Facility is not a covered benefit.
- 3. Prior Approval. Coverage for many Health Interventions for the treatment of Mental Illness and Substance Abuse are subject to Prior Approval from the Company. To request Prior Approval, please call the "Behavioral Health" telephone number on your ID card. Please note that Prior Approval does not guarantee payment or assure coverage; it means only that the information furnished us at the time indicates that the proposed Health Intervention meets the Primary Coverage Criteria requirements set out in Subject 2.2 and the Applications of the Primary Care Criteria set out in Subsections 2.4.1.b, e., or f. All services, including any Health Interventions for the treatment of Mental Illness or Substance Abuse receiving Prior Approval may be limited or denied if, when the claims for the Health

Intervention are received by us, investigation shows that a benefit exclusion or limitation applies, that the Covered Person ceased to be eligible for benefits on the date services were provided, that coverage lapsed for non-payment of premium, that out-of-network limitations apply, or that any other basis for denial of the claim specified in this Benefit Certificate exists.

- 4. The following services and treatments are not covered.
  - a. **Health and Behavior Assessment/Intervention.** Evaluation of psychosocial factors potentially impacting physical health problems and treatments are not covered. This includes health and behavior assessment procedures used to identify psychological, behavioral, emotional, cognitive, and social factors affecting physical health problems. See Specific Plan Exclusions, "Health Interventions."
  - b. **Hypnotherapy**. Hypnotherapy is not covered for any diagnosis or medical condition. See Specific Plan Exclusions, "Health Interventions."
  - c **Marriage and Family Therapy.** Marriage and family therapy or counseling services are not covered. See Specific Plan Exclusions, "Health Interventions."
  - d. **Sex Changes/Sex Therapy.** Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change are not covered. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment or other treatment of sexual dysfunction including Prescription Medication and sex therapy. See Specific Plan Exclusions, "Health Interventions."

**GLOSSARY OF TERMS, Psychiatric Conditions** is hereby deleted in its entirety.

**GLOSSARY OF TERMS** is hereby amended to add the following new Subsections. All remaining subsections are renumbered to correlate with the change.

**Mental Illness** means and includes (whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin, and irrespective of cause, basis or inducement) mental disorders, mental illnesses, psychiatric illnesses, mental conditions, and psychiatric conditions. This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. (This is intended to include only illnesses classified on Axes I and II in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C.)

**Substance Abuse** means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances.

This Amendment becomes a part of the USAble Life Managed Benefits Comprehensive Major Medical Group Benefit Certificates. All other provisions of the Group Benefit Certificate remain in full force and effect.

Jason Mann, President

Jason Mann

USAble Life Group Health Division [PO Box 1151, 400 West Capitol, Suite 1500 Little Rock, Arkansas 72203]



# AMENDMENT TO THE USABLE LIFE COMPREHENSIVE MAJOR MEDICAL PREFERRED PROVIDER ORGANIZATION CONVERSION POLICY

# AMENDMENT NO. 42-30 MENTAL HEALTH PARITY

The following subsection amendment language is hereby amended to read as follows.

BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN, Psychiatric Conditions and Substance Abuse Services is hereby amended to read as follows.

**Mental Illness and Substance Abuse Services (Alcohol and Drug Abuse).** Subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, coverage is provided for Health Interventions to treat Mental Illness and Substance Abuse.

- 1. Outpatient Health Interventions.
  - a. Coverage of Mental Illness and Substance Abuse Health Interventions during office visits and other forms of outpatient treatment, including partial or full-day program services is subject [to the Specialty Care Physician Copayment and] to the Deductible and Coinsurance set out in the Schedule of Benefits.
  - b. Coverage of office visits and other outpatient treatment sessions, beyond the eighth session in a calendar year, except for medication management treatment sessions, is subject to Prior Approval from the Company. See Subsection 3, below.
- 2. Inpatient, Partial Hospitalization Program and Intensive Outpatient Program Health Interventions
  - a. Coverage for Inpatient Hospitalization, Partial Hospitalization Programs or Intensive Outpatient Programs for Mental Illness or Substance Abuse Health Interventions is subject to the following requirements.
    - i. Inpatient Hospitalization requires a patient to receive Covered Services 24 hours a day as an inpatient in a Hospital.
    - ii. Partial Hospitalization Programs generally require the patient to receive Covered Services six to eight hours a day, five to seven days per week in a Hospital outpatient setting.
    - iii. Intensive Outpatient Programs generally require the patient to receive Covered Services lasting two to four hours a day, three to five days per week in a Hospital outpatient setting.
  - b. Coverage is subject [to the Inpatient Hospital Copayment and] to the Deductible and Coinsurance set forth in the Schedule of Benefits.
  - c. The treating facility must be a Hospital. See Subsection 9.42. Treatment received at a Freestanding Residential Substance Abuse Treatment Center or at a Freestanding Psychiatric Residential Treatment Facility is not a covered benefit.
- 3. **Prior Approval.** Coverage for many Health Interventions for the treatment of Mental Illness and Substance Abuse are subject to Prior Approval from the Company. To request Prior Approval, please call the "Behavioral Health" telephone number on your ID card. **Please note that Prior Approval does not guarantee payment or assure coverage; it means only that the information furnished us at the time indicates**

that the proposed Health Intervention meets the Primary Coverage Criteria requirements set out in Subject 2.2 and the Applications of the Primary Care Criteria set out in Subsections 2.4.1.b, e., or f. All services, including any Health Interventions for the treatment of Mental Illness or Substance Abuse receiving Prior Approval may be limited or denied if, when the claims for the Health Intervention are received by us, investigation shows that a benefit exclusion or limitation applies, that the Covered Person ceased to be eligible for benefits on the date services were provided, that coverage lapsed for non-payment of premium, that out-of-network limitations apply, or that any other basis for denial of the claim specified in this Benefit Certificate exists.

- 4. The following services and treatments are not covered.
  - a. **Health and Behavior Assessment/Intervention.** Evaluation of psychosocial factors potentially impacting physical health problems and treatments are not covered. This includes health and behavior assessment procedures used to identify psychological, behavioral, emotional, cognitive, and social factors affecting physical health problems. See Specific Plan Exclusion, "Health Interventions."
  - b. **Hypnotherapy**. Hypnotherapy is not covered for any diagnosis or medical condition. See Specific Plan Exclusion, "Health Interventions."
  - c. **Marriage and Family Therapy.** Marriage and family therapy or counseling services are not covered. See Specific Plan Exclusion, "Health Interventions."
  - d. Sex Changes/Sex Therapy. Care, services or treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change are not covered. This exclusion includes medications, implants, hormone therapy, surgery, medical or psychiatric treatment or other treatment of sexual dysfunction including Prescription Medication and sex therapy. See Specific Plan Exclusion, "Health Interventions."

GLOSSARY OF TERMS, Psychiatric Conditions is hereby deleted in its entirety.

**GLOSSARY OF TERMS** is hereby amended to add the following new Subsections. All remaining subsections are renumbered to correlate with the change.

**Mental Illness** means and includes (whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin, and irrespective of cause, basis or inducement) mental disorders, mental illnesses, psychiatric illnesses, mental conditions, and psychiatric conditions. This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. (This is intended to include only illnesses classified on Axes I and II in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C.)

**Substance Abuse** means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances.

This Amendment becomes a part of the USAble Life Managed Benefits Comprehensive Major Preferred Provider Organization Conversion Policy. All other provisions of the Conversion Policy remain in full force and effect.

Jason Mann, President

USAble Life Group Health Division PO Box 1151, 400 West Capitol, Suite 1500 Little Rock, Arkansas 72203]



# AMENDMENT TO THE USABLE LIFE COMPREHENSIVE MAJOR MEDICAL GROUP BENEFIT CERTIFICATES

# AMENDMENT NO. 42-14 PRIMARY CARE PHYSICIAN & SPECIALTY CARE PHYSICIAN OPTIONAL BENEFITS

**TABLE OF CONTENTS**, is hereby amended to add the following new Subsections in 3.0 BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN.

Primary Care Physician Benefits Specialty Care Physician Benefits

**BENEFITS AND SPECIFIC LIMITATIONS IN YOUR PLAN**, is hereby amended to add the following new Subsections.

**Primary Care Physician Benefits.** Subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, coverage is provided for services provided by a Primary Care Physician and performed in the Primary Care Physician's office. The Coinsurance amount the Company will pay for the services listed below when received by a Primary Care Physician is one hundred percent (100%) of the Allowable Charge or the amount of the billed charge for the service whichever is less, subject to the Primary Care Physician copayment amount listed in the Schedule of Benefits. Each service provided on different days, even if recommended or prescribed on the same day, is subject to a separate copayment. Services subject to the copayment include but are not limited to:

- Office Visit;
- Diagnostic X-rays;
- 3. Lab;
- 4. Surgery by the Primary Care Physician;
- 5. Accident or Emergency Medical Care;
- 6. Allergy Shots; and
- 7. Injections.

PLEASE NOTE: Services performed by a Non-Preferred Provider are subject to the Deductible and Out-of-Network Coinsurance, not the Primary Care Physician copayment. Services performed for Psychiatric Conditions and substance abuse, including alcoholism, are subject to the Deductible and Appropriate Coinsurance, not the Primary Care Physician copayment. Services subject to a copayment do not apply toward meeting your Deductible or Calendar Year Coinsurance Maximum, regardless of the type of Physician providing care.

#### Specialty Care Physician Benefits.

Subject to all terms, conditions, exclusions and limitations of the Plan as set forth in this Benefit Certificate, coverage is provided for services provided by a Specialty Care Physician and performed in the Specialty Care Physician's office. The Coinsurance amount the Company will pay for the services listed below when received by a Specialty Care Physician is one hundred percent (100%) of the Allowable Charge or the amount of the billed charge for the service whichever is less, subject to the Specialty Care Physician copayment amount listed in the Schedule of Benefits. Services subject

to the copayment include but are not limited to:

- a. Exam/evaluation/consult;
- b. Lab:
- c. Plain Film Radiographs;
- d. Many commonly administered injections (See Subsection 3.f. below);
- e. Allergy testing; and
- f. Audiology testing;
- 2. In order to be covered:
  - a. The services must be rendered by the same Specialty Care Physician who provided face-to-face examination, evaluation or consult on the day of the services, and
  - The services must be billed on the same claim as the examination, evaluation or consult.
- 3. Certain other services provided by a Specialty Care Physician, even if such services meet the requirements of Subsection 2. above of this benefit, are not covered under the copayment, but are covered subject to the Deductible, Coinsurance and dollar or visit limits as listed in the Schedule of Benefits. Among these services are:
  - a. Surgery;
  - b. Chemotherapy / Radiation therapy;
  - c. Hemodialysis;
  - d. individual psychotherapy;
  - e. Physical therapy;
  - f. Speech therapy; and
  - g. Injections not included under the Specialty Care Physician copayment include medications used primarily in the treatment of cancer, chemotherapy side-effects, infertility, impotence, pregnancy problems, coagulation factor diseases, HIV, adenosine deaminase deficiency, and Gaucher's and other related diseases. Other types of injections not included under the Specialty Care Physician copayment are hormones, anti-fungals, anabolic steroids, anti-virals, abortifacients, immunosuppressive drugs for transplants, bone resorption inhibitors, Botox, pulmonary artery anti-hypertensives, thrombolytic agents, cultured chondrocytes implants, Alpha 1 proteinase inhibitors, tissue grafts, anesthesia and those used to aid in other diagnostic tests, surgery, dialysis, or other injections. Medications for filling or refilling of infusion pumps are not included. Non-specific injection codes will also not be covered under the Specialty Care Physician copayment.
- 4. PLEASE NOTE: Services performed by a Non-Preferred Provider are subject to the Deductible and Out-of-Network Coinsurance, not the Primary Care Physician or the Specialty Care Physician copayment. Services performed for Psychiatric Conditions and substance abuse, including alcoholism, are subject to the Deductible and Coinsurance, not the Primary Care Physician or the Specialty Care Physician copayment. Services subject to a copayment do not apply toward meeting your Deductible or Calendar Year Coinsurance Maximum, regardless of the type of Physician providing care.

**PROVIDER NETWORK AND COST SHARING PROCEDURES**, Subsection 5.2.1 is hereby amended to add the following new provision.

No Deductible is applicable to those services and supplies, which are subject to the Primary Care Physician copayment or the Specialty Care Physician copayment amount listed in the Schedule of Benefits.

**GLOSSARY OF TERMS**, is hereby amended to add the following new Subsections. All remaining Subsections are renumbered to correlate with the changes.

**Plain Film Radiograph** means a routine film x-ray performed in a Specialty Care Physician's office and provided in accordance with Coverage Policy established by the Company.

**Primary Care Physician** means a Preferred Provider Physician who provides primary medical care in one of these medical specialties: General Practice, Pediatrics, Family Practice or Internal Medicine

**Specialty Care Physician** means a Preferred Provider Physician with any specialty other than primary care who practices such specialty and who has met the participation standards of the Company. (Specialty Care Physicians do <u>not</u> include the following: Family Practice, General Practice, Internal Medicine, Pediatrics)

This Amendment becomes a part of the USAble Life Managed Benefits Comprehensive Major Medical Group Benefit Certificates. All other provisions of the Group Benefit Certificate remain in full force and effect.

Jason Mann, President

Tason Man

USAble Life
Group Health Division
[PO Box 1151, 320 West Capitol, Suite 500
Little Rock, Arkansas 72203]



# AMENDMENT TO THE USABLE LIFE COMPREHENSIVE MAJOR MEDICAL GROUP BENEFIT CERTIFICATES

#### AMENDMENT NO. 42-59 GENERAL AMENDMENT Form Nos. 41-01, 41-03, 41-04, 41-07

The following subsection amendments are effective on July 1, 2012.

**SPECIFIC PLAN EXCLUSIONS, Preexisting and Other Conditions**, Subsection 1, opening paragraph is hereby amended to read as follows.

Preexisting Conditions. No benefits or services of any kind are provided under this Benefit Certificate for treatment of a Preexisting Condition, for a period of twelve (12) months. This 12-month period is referred to as the "look forward period." If the Covered Person submits an application for coverage during the Waiting Period, the 12 month look forward period starts on the first day of the Waiting Period. If the Covered Person did not apply within the Waiting Period, the look forward period starts on the Covered Person's effective date.

**ELIGIBILITY FOR COVERAGE, Effective Date of Coverage,** Subsections 3-6 are hereby amended to read as follows. All remaining Subsection is hereby re-numbered to correlate with the change.

- 3. **Initial Enrollment of New Employees.** If the Company receives a new Employee's enrollment application within thirty (30) days of the date the Employee is first eligible for coverage, the Employee's coverage will become effective 12:01 a.m. on the first day of the Policy Month following the date the Employee is first eligible for coverage. However, if the date the Employee is first eligible for coverage falls on the first day of the Policy Month, the Employee's coverage will become effective at 12:01 a.m. on that day.
- 4. **Coverage in the Case of Late Enrollment.** If an Employee or an Employee's Dependent who is eligible for coverage does not make application for coverage in the Plan when initially eligible for coverage, the Employee or Dependent cannot subsequently obtain coverage, except during a Special Enrollment Period or an Open Enrollment Period.
- 5. **Open Enrollment Period.** Annually, during the period designated by the Employer and set forth in the Group Policy Application, Employees who are eligible for coverage may enroll in the Plan. During the Open Enrollment Period, Employees covered in the Plan may change their coverage, and that of their covered dependents. Unless otherwise designated in this Benefit Certificate, enrollments and coverage changes made during the Open Enrollment Period become effective on the anniversary date of the Group Policy.
- 6. **Effective Date for Existing Dependents.** If the Employee has eligible Dependents on the date the Employee's coverage begins, the Employee's Dependents' coverage will begin on the Employee's effective date if:
  - The Employee submits a written application for Dependents' coverage within 30 days of the Employee's effective date; and
  - b. The appropriate premium is timely paid.
- 7. **Initial Effective Date for Newly Acquired Dependents.** If an Employee acquires a new eligible Dependent after the date the Employee's coverage begins, coverage for a new Dependent will become effective in accordance with the following provisions:
  - a. **Spouse.** When an Employee marries and wishes to have the Employee's Spouse covered, the Employee shall submit an application or change form within 30 days of the date of marriage. The effective date will be the first of the Policy Month following the date of marriage. If an Employee submits the

- application or change form after the 30-day period, coverage for the Spouse will become effective in accordance with the provisions for Late Enrollment. See Subsection 6.2.4. above.
- b. **Newborn Children.** Coverage for an Employee's newborn Child shall become effective as of the Child's date of birth if the Employee gives the Company notice by submitting an application or change form to the Company for the Child within 90 days of the Child's date of birth and the appropriate premium to cover the newborn Child from the date of birth is paid. If the Employee submits the application or change form after the applicable 90-day time period, coverage for the Employee's newborn Child will become effective in accordance with the provisions for Late Enrollment. See Subsection 6.2.4, above.
- Qualified Medical Child Support Order. If a court has ordered an Employee c. to provide coverage for a Child, coverage will be effective on the first day of the month following the date the Company receives written notification and satisfactory proof of the court order. If the Employee fails to apply to obtain coverage for a Child, the Company shall enroll the Child on the first day of the month following the Company's receipt of a written application from a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided, however that the premium is received when due. In the event a court has ordered an Employee of the Employer who is not covered by the Plan to provide coverage for a child, the Employee will be enrolled with the child on the first day of the month following the Company's receipt of a written application from the Employer, a custodial parent of the Child, a child support agency having a duty to collect or enforce support for the Child, or the Child, provided, however that the premium is received when due.
- d. **Newly Adopted Children**. Subject to payment of all applicable premiums, coverage for a Child placed with an Employee for adoption or for whom the Employee has filed a petition for adoption, shall begin on the date the Child is placed for adoption or the date of the filing of the petition for adoption, provided an application for the Child's coverage is submitted to the Company within 60 days after the placement or the filing of the petition. The coverage shall begin from the moment of birth if the petition for adoption or placement for adoption occurred and the application for coverage is submitted to the Company within 60 days of the Child's birth. If the Employee submits the application or change form after such 60-day period, coverage for the adopted Child will become effective in accordance with the provisions for Late Enrollment. See Subsection 6.2.4, above. The coverage shall terminate upon the dismissal, denial, abandonment or withdrawal of the adoption, whichever occurs first.
- e. **Other Dependents.** Written application for enrollment received by the Company within 30 days of the date that any other dependent first qualifies as an eligible Dependent will result in coverage for such dependent on the first day of the Policy Month following the date that application for coverage is received by the Company. Such Dependent will not be a Late Enrollee. If the Employee submits the application or change form after the 30 day period, coverage for the Dependent will become effective in accordance with the provisions for Late Enrollment. See Subsection 6.2.4, above.
- 8. **Employee's Effective Date Controls.** In no event will a Dependent's coverage become effective prior to the Employee's Effective Date.
- 9. Special Enrollment Period is the 30-day period during which time an Employee or Dependent may enroll in the Plan, after his or her initial Eligibility Date or Open Enrollment Period and not be a Late Enrollee. Special Enrollment Periods occur ONLY in two instances:
  - a. **After the Termination of Another Health Plan.** A Special Enrollment Period occurs (i) after an employee's or dependent's coverage under another health

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plan terminated as a result of Loss of Eligibility, or (ii) after the employer providing such other health plan coverage terminated its contributions. The coverage effective date will be the 1<sup>st</sup> day of the Policy Month following loss of prior coverage.

b. After the Addition of a Dependent. A Special Enrollment Period occurs for an Employee, Spouse or Employee's new dependent Child (i) after the Employee marries, (ii) after an Employee's Child is born, or (iii) after an Employee adopts a Child or has a Child placed with the Employee for adoption. The effective date of coverage shall be governed by the provisions of this Benefit Certificate concerning addition of a Spouse, a newborn Child or an adopted Child, as applicable.

**CLAIM PROCESSING AND APPEALS, Independent Medical Review of Claims (External Review), "Filing Fee"** is hereby deleted in its entirety. All remaining Subsections are hereby renumbered to correlate with the change.

**GLOSSARY OF TERMS** is hereby amended to add the following new Subsection. All remaining Subsections are hereby renumbered to correlate with the change.

**Open Enrollment Period** means the period annually, that is designated by the Employer and set forth in the Group Application, when Employees who are eligible for coverage may enroll in the Plan. During the Open Enrollment Period, Employees covered in the Plan may change their coverage, and that of their covered Dependents. Unless otherwise designated in this Benefit Certificate, enrollments and coverage changes made during the Open Enrollment Period become effective on the anniversary date of the Group Policy. If for any reason, Employer fails to designate an Open Enrollment Period, or the Group Application fails to indicate it, the Open Enrollment Period shall be the month prior to the anniversary of the effective date of the Group Policy.

#### GLOSSARY OF TERMS, Special Enrollment Period is hereby amended to read as follows.

**Special Enrollment Period** means a thirty (30) day period during which time an Employee or Employee's Dependent may enroll in the Plan, after his or her initial Waiting Period or the Open Enrollment Period and not be a Late Enrollee. Special Enrollment Periods occur in two instances:

- AFTER THE TERMINATION OF ANOTHER HEALTH PLAN: A Special Enrollment Period occurs (i)
  after an Employee's or Dependent's coverage under another health plan terminated as a
  result of Loss of Eligibility or (ii) after the employer providing such other health Plan
  terminated its contributions.
- 2. AFTER THE ADDITION OF A DEPENDENT: A Special Enrollment Period occurs for an Employee, Employee's Spouse or Employee's new Dependent Child (i) after the Employee marries; (ii) after a Employee's Child is born or (iii) an Employee adopts a Child or has a Child placed with the Employee for adoption.

# YOUR RIGHTS UNDER ERISA, Creditable Coverage is hereby amended to read as follows. Creditable Coverage

The Plan provides a reduction or elimination of exclusionary periods of coverage for Preexisting Conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to Preexisting Condition exclusion for 12 months after your enrollment in your coverage.

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This Amendment becomes a part of the USAble Life Managed Benefits Comprehensive Major Medical Group Benefit Certificates. All other provisions of the Group Benefit Certificate remain in full force and effect.

Jason Mann, President

USAble Life Group Health Division [PO Box 1151, 400 West Capitol, Suite 1500 Little Rock, Arkansas 72203]

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# AMENDMENT TO THE USABLE LIFE COMPREHENSIVE MAJOR MEDICAL GROUP BENEFIT CERTIFICATES

#### AMENDMENT NO. 42-60 GENERAL AMENDMENT Forms Nos. 41-02, 41-05, 41-06, 41-08, 41-09

The following subsection amendment is effective on July 1, 2012.

**CLAIM PROCESSING AND APPEALS, Independent Medical Review of Claims (External Review), "Filing Fee"** is hereby deleted in its entirety. All remaining Subsections are hereby renumbered to correlate with the change.

This Amendment becomes a part of the USAble Life Managed Benefits Comprehensive Major Medical Group Benefit Certificates. All other provisions of the Group Benefit Certificate remain in full force and effect.

Jason Mann, President

USAble Life Group Health Division [PO Box 1151, 400 West Capitol, Suite 1500 Little Rock, Arkansas 72203]



# EMPLOYER APPLICATION [TRUST PARTICIPATION AGREEMENT] [MY ENROLLMENT]

[Renewal] APPLICATION by:

(hereinafter called "Policyholder")

for a Group Policy covering the employees of the Policyholder and the eligible dependents of such employees. The Policyholder intends hereby to establish and maintain an employee benefit plan (the "Plan") for the Policyholder's employees and eligible dependents, to contribute to the cost of the Plan, and to actively promote the Plan to the Policyholder's employees.

County:
E-Mail:
E-Mail:
SIC Description:
hip] [Corporation] [Government Entity]
Agent's Lic#:
Agent's Tax Id:

#### [SECTION 2.] POLICYHOLDER AS PLAN ADMINISTRATOR

The Policyholder, as Plan Administrator, assumes responsibility for the accuracy of information presented to USAble Life, including all information on the employment status and eligibility of individuals to be covered under the Plan, as well as medical information provided with respect to each such individual. The Policyholder agrees that if misrepresentations are made in any of the information provided for rating or in this Group Application or any of the materials submitted with it, including, but not limited to, individual applications and medical information, then USAble Life may cancel or rescind this Group Policy. The Policyholder further agrees that if misrepresentations or false or misleading information is presented in filing of any claims hereunder ("improper claims"), USAble Life may cancel or rescind the coverage of any individual involved in presenting such a claim. Further, USAble Life may cancel or rescind the entire Group Policy if the Policyholder or any representative of the Policyholder knew or should have known of the improper claims, or if the Policyholder's action or inaction contributed to presentation of improper claims.

# [SECTION 3.] BENEFIT SELECTION

#### [CARVE-OUT HSA - USABLGH]

Employers may select an HSA benefit option for one class of employees and pair it with PPO benefit option for any other class of employees.

#### REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS:

Effective Date is [first of the month] [fifteenth of the month] following the Waiting Period

[Is Waiting Period for Initial Enrollment Waived? [Yes] [No]]

[Date of Open Enrollment \_\_\_\_\_

[If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.]

Class	Class Description	Waiting Period	Contribution		
		[0 – 12 months] [Other]	PPO Employee % Dependent %		
			HSA Employee % Dependent %		

Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above.

#### Maximum Dependent Age [26-27]

#### Mandated Mental Health Parity [Yes] [No]

Please indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. [Yes] [No]

Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination.

#### [HSA]

#### [Annual HSA Contribution by Tier:]

Employee Only: Employee/Spouse: Employee/Child: Family:

HSA Contribution Frequence: [Annual] [Monthly] [ Semi-Monthly]

#### **Deductible**

Individual In-Network: [\$1,200\* - \$6,000] [Aggregate-Embedded] Family In-Network: [\$2,400\*-\$10,800] Individual Out-of-Network: [\$2,400 - \$10,800] [Aggregate-Embedded] Family Out-of-Network: [\$4,800-\$21,600]

#### Coinsurance

In-Network: [80% - 100%] Out-of-Network: [60% - 80%]

#### **Calendar Year Coinsurance Max:**

Individual In-Network: [\$0 - \$10,000\*] [Aggregate-Embedded] Family In-Network: [\$0 - \$20,000\*]

Individual Out-of-Network: [\$8,000 - Unlimited] [Aggregate-Embedded] Family Out-of-Network [\$16,000 - Unlimited]

\*Adjusted annually for inflation each January 1, in accordance with the provisions of §223 of the Internal Revenue Code of the United States of America as amended.

Lifetime Maximum: Unlimited

Wellness: [Traditional][Declined][Health Care Reform]

Optional Benefits: Maternity[Elected] [Declined] [Air Ambulance 10,000]

Drug Coverage: [Standard Formulary-Subject to Deductible & Coinsurance]

[Essential Care Formulary-Subject to Deductible & Coinsurance]

[Value Formulary-Subject to Deductible & Coinsurance] [No Coverage]

Based on actuarial review, this drug benefit option [is] [is non-] creditable to the standard Medicare Part D prescription coverage.

#### ARKANSAS MANDATED OFFER BENEFIT RIDERS:

#### You Must Elect or Reject Each Rider

Mammography [Elect][Reject][Substance Abuse [Elect][Reject][Psychiatric Condition [Elect][Reject]]TMJ\* [Elect][Reject][Hearing Aid [Elect][Reject]][Mental Health Parity [Elect][Reject]]

\*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will <u>not</u> include temporomandibular joint disorders (TMJ) or craniomandibular disorders

### [SECTION 3.] BENEFIT SELECTION (CONTINUED)

[Life, AD&D and STD Coverage][\$15,000-\$500,000 Group Life and AD&D]

[ STD [1-15/4 -15/13 -26] [\$50-

\$1500 Flat] [Other] ] \* [None]]

\*Must have life coverage to be eligible for STD.

[Life and AD&D benefits reduce 33 1/3 % of the pre-age 65 amount at age 65 and 70, and terminate at retirement. An employee must be actively at work on his effective date for his life and AD&D insurance to take effect. STD coverage is non-contributory and requires 100% participation to meet eligibility guidelines.]

[Term Life and AD&D through USAble Life is not provided]

#### [Rates]

If there is an agent or broker involved in this coverage transaction they may receive compensation from USAble Life, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

[PREFERRED PROVIDER	ORGANIZATION (	(PPO)]
---------------------	----------------	--------

Deductible:	[\$50 - \$5,000]	[Deductible Carryover [Yes / No] ]		
Family Deductible:	[2 - 3] per family	Basis: [Accumulated – Fulfillment]		
Coinsurance:	[90%-70% / 70%-50%]			
In-Network Calendar Year Out-of- Pocket Max:		[\$200 - \$10,000] [Ot	her]	
Family Calendar Year Out-of-Pocket Max:		[2 - 3] per family	Basis: [Accumulated – Fulfillment]	

Out-of-Network Calendar Year Out-of-Pocket Max: [\$400 - \$20,000] [Unlimited]

Lifetime Maximum: Unlimited

Wellness: [Traditional][Declined][Health Care Reform]

**Prescription Drug Rider Plan:** [2 Tier Copay Plan [\$3-\$20 / \$10-\$20]] [3 Tier Copay Plan [\$3-\$20 / \$10-\$75 / \$10-\$100]] [3 Tier Copay + Coins Plan [\$3-\$20 / \$10-\$40 / \$10-\$60 + 20%]] [4 Tier Copay Plan [\$3-\$20/\$10-\$75/\$10-\$100/\$10-\$200]][4 Tier Copay Plan [\$3-\$20/\$10-\$100/\$10-\$200/100%]]

[Mail Order Drug [30 -102 day supply] [1, 2, 3 Copayments]] [Deductible + Coins Plan: Ded [\$25-\$50-\$75-\$100][Other] Coins:[Medical [90/70][80/60]+20%] [70/50] + 30%]] [None] [Other][Value Formulary] [Standard Formulary]

Based on actuarial review, this drug benefit option [is] [is non-] creditable to the standard Medicare Part D prescription coverage.

### **PPO Optional Benefits:**

[Office Visit Copayment [\$20 - \$30] [None]]	Maternity [Elected] [Declined]
[Primary/Specialty Office Visit Copayment [\$20/\$40-\$40-\$100]]	Supplemental Accident Endorsement [Elected] [Declined]
[ER Copayment [\$50 - \$500] ]	[Air Ambulance \$10,000]

#### **Arkansas Mandated Offer Benefit Riders:**

### You Must Elect or Reject Each Rider

Mammography [Elect] [Reject] [Substance Abuse [Elect] [Reject]] [Psychiatric Condition [Elect] [Reject] ]

TMJ\* [Elect] [Reject] [Hearing Aid [Elect][Reject]] [Mental Health Parity [Elect][Reject]]

#### [Life. AD&D and STD Coverage]

[\$15,000-\$500,000 Group Life and AD&D]

[ STD [1-15/4 -15/13 -26] [\$50-\$1500 Flat] [Other] ] \* [None]] \*Must have life coverage to be eligible for STD.

[Life and AD&D benefits reduce 33 1/3 % of the pre-age 65 amount at age 65 and 70, and terminate at retirement. An employee must be actively at work on his effective date for his life and AD&D insurance to take effect. STD coverage is non-contributory and requires 100% participation to meet eliqibility guidelines.]

#### [Term Life and AD&D through USAble Life is not provided]

#### [Rates]

If there is an agent or broker involved in this coverage transaction they may receive compensation from USAble Life, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

<sup>\*</sup>Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will <u>not</u> include temporomandibular Joint disorders (TMJ) or craniomandibular disorders

#### [Section 3.] Benefit Selection (Continued) [PREFERRED PROVIDER ORGANIZATION (PPO)] REQUESTED EFFECTIVE DATE, PENDING APPROVAL IS: Effective Date is [first of the month] [fifteenth of the month] following the Waiting Period [Is Waiting Period for Initial Enrollment Waived? [Yes] [No]] Date of Open Enrollment [If a month is not specified, the Group's Open Enrollment will be the month prior to the Group's renewal date.] Contribution **Class Description Waiting Period** [0 - 12 months] [Other] **Employee** % Dependent % Note: The Employer must pay a minimum of 50% of the Employee premium. This Policy may be terminated by the company if the Policyholder fails to contribute the percentage of Employees' premium specified above. Maximum Dependent Age [26-27] Mandated Mental Health Parity [Yes] [No] Please indicate whether a HRA, or mechanisms utilized to reduce the employee's portion of health plan costs, is either in place or planned to be purchased. [Yes] [No] Rates offered for this plan are contingent on assertions submitted by the insurance applicant (or its agent) that there is no HRA or other funding mechanism in place, nor intent to purchase such an arrangement. Upon evidence to the contrary, the group health plan is subject to termination. Deductible: [Deductible Carryover [Yes / No] ] [\$50 - \$5,000] **Family Deductible:** [2 - 3] per family Basis: [Accumulated - Fulfillment] Coinsurance: [90%-70% / 70%-50%] In-Network Calendar Year Out-of- Pocket Max: [\$200 - \$10,000] [Other] Family Calendar Year Out-of-Pocket Max: [2 - 3] per family Basis: [Accumulated - Fulfillment] **Out-of-Network Calendar Year Out-of-Pocket Max:** [\$400 - \$20,000] [Unlimited] Lifetime Maximum: Unlimited Wellness: [Traditional][Declined][Health Care Reform] Prescription Drug Rider Plan: [2 Tier Copay Plan [\$3-\$20 / \$10-\$20]] [3 Tier Copay Plan [\$3-\$20 / \$10-\$75 / \$10-\$100]] [3 Tier Copay + Coins Plan [\$3-\$20 / \$10-\$40 / \$10-\$60 + 20%]][4 Tier Copay Plan [\$3-\$20/\$10-\$75/\$10-\$100/\$10-\$200]] [4 Tier Copay Plan [\$3-\$20/\$10-\$100/\$10-\$200/100%]] [Mail Order Drug [30 -102 day supply] [1, 2, 3 Copayments]] [Deductible + Coins Plan: Ded [\$25-\$50-\$75-\$100][Other] Coins:[Medical [90/70][80/60]+20%] [70/50] + 30%]] [None] [Other][Value Formulary] [Standard Formulary] Based on actuarial review, this drug benefit option [is] [is non-] creditable to the standard Medicare Part D prescription coverage. **PPO Optional Benefits:** [Office Visit Copayment [\$20 - \$30] [None]] Maternity [Elected] [Declined] [Primary/Specialty Office Visit Copayment [\$20/\$40-\$40-\$100]] Supplemental Accident Endorsement [Elected] [Declined] [ER Copayment [\$50 - \$500]] [Air Ambulance \$10,000] **Arkansas Mandated Offer Benefit Riders:** You Must Elect or Reject Each Rider Mammography [Elect] [Reject] [Substance Abuse [Elect] [Reject]] [Psychiatric Condition [Elect] [Reject] TMJ\* [Elect] [Reject] [Hearing Aid [Elect] [Reject]] [Mental Health Parity [Elect][Reject] \*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular Joint disorders (TMJ) or craniomandibular disorders

#### [Life, AD&D and STD Coverage]

[\$15,000-\$500,000 Group Life and AD&D]

[ STD [1-15/4 -15/13 -26] [\$50-\$1500 Flat] [Other] ] \* [None]] \*Must have life coverage to be eligible for STD.

[Life and AD&D benefits reduce 33 1/3 % of the pre-age 65 amount at age 65 and 70, and terminate at retirement. An employee must be actively at work on his effective date for his life and AD&D insurance to take effect. STD coverage is non-contributory and requires 100% participation to meet eligibility guidelines.]

[Term Life and AD&D through USAble Life is not provided]

# [SECTION 3.] BENEFIT SELECTION (CONTINUED)

## [Rates]

If there is an agent or broker involved in this coverage transaction they may receive compensation from USAble Life, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

[HSA]					
REQUESTED EF	FECTIVE D	ATE, PENDING APP	PROVAL IS:		
Effective Date is [	first of the n	nonth] [fifteenth of the	month] following the W	aiting Period	
[Is Waiting Period	l for Initial E	nrollment Waived? [Y	es] [No]]		
Date of Open En	rollment	1			
- ,			will be the month prior to th	ne Group's renewal date	e.1
Class		s Description	Waiting Period	<u> </u>	Contribution
			[0 – 12 months] [Other		% Dependent %
Note: The Employer	must pav a n	ninimum of 50% of the E	mployee premium. This P	- ' '	
Policyholder fails to c	ontribute the	percentage of Employe	es' premium specified abov	ve.	
<b>Maximum Depend</b>	ent Age [26	6-27]			
Mandated Mental I	Health Pari	ty [Yes] [No]			
			zed to reduce the emplo	yee's portion of heal	th plan costs, is either in
place or planned to	•				
					its agent) that there is no
			t to purchase such an ar	rangement. Upon e	vidence to the contrary,
the group health pla [Annual HSA Cont					
Employee Only:	inbution by	Employee/Spous	e: Empl	loyee/Child:	Family:
HSA Contribution	Frequency				<b>,</b>
Deductible		,.	7.		
Individual In-Net	work:	[\$1,200* - \$6,000]	Aggregate-Embedded] I	Family In-Network:	[\$2,400*-\$10,800]
Individual Out-of	f-Network:	[\$2,400 - \$10,800]	[Aggregate-Embedded	] Family Out-of-Netw	ork: [\$4,800-\$21,600]
Coinsurance					
In-Network:		[80% - 100%]	Out-of-Ne	twork: [6	60% - 80%]
Calendar Year Coi					
Individual In-Net			Aggregate-Embedded]		[\$0 - \$20,000*]
Individual Out-of			[Aggregate-Embedded]		
*Adjusted annually fo States of America as		ch January 1, in accord	ance with the provisions of	§223 of the Internal Re	evenue Code of the United
Lifetime Maximum	ı: Unlimited	d	Wellness	: [Traditional][Decline	ed][Health Care Reform]
Optional Benefits:		y [Elected] [Declined] pulance 10,000]			
Drug Coverage: [S	•		eductible & Coinsurance	:]	
[E	ssential Ca	re Formulary-Subject	to Deductible & Coinsur	rance]	
<u>-</u>			ctible & Coinsurance] [No		
-		•	on-] creditable to the stand	<u> </u>	rescription coverage.
ARKANSAS MANDA		<del></del>	•	·	· · ·
			t Elect or Reject Each I		
Mammograph	<del>,</del>		Abuse [Elect][Reject]]	[Psychiatric Condition	
TMJ* [Elect][Reje		aring Aid [Elect][Reje		Parity [Elect][Reject]	-
		nefit Rider means cover Franiomandibular disorde		vered Persons will <u>not</u>	include temporomandibular

# [SECTION 3.] BENEFIT SELECTION (CONTINUED)

### Life, AD&D and STD Coverage]

[\$15,000-\$500,000 Group Life and AD&D]

[ STD [1-15/4 -15/13 -26] [\$50-\$1500 Flat] [Other] ] \* [None]]

\*Must have life coverage to be eligible for STD.

[Life and AD&D benefits reduce 33 1/3 % of the pre-age 65 amount at age 65 and 70, and terminate at retirement. An employee must be actively at work on his effective date for his life and AD&D insurance to take effect. STD coverage is non-contributory and requires 100% participation to meet eligibility guidelines.]

[Term Life and AD&D through USAble Life is not provided]

#### [Rates]

If there is an agent or broker involved in this coverage transaction they may receive compensation from USAble Life, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker.

agent or broker.				
[COPAY PLAN]				
REQUESTED EFFE	CTIVE DATE, PENDING APPROV	AL IS:		_
Effective Date is [fi	rst of the month] [fifteenth of the	month] following the Waiting	g Period	
[Is the Waiting Per	iod for Initial Enrollment Waived	? [Yes] [No] ]		
Date of Open Enro	ollment:			
If a month is not spec	ified, the Group's Open Enrollment w	ill be the month prior to the Grou	p's renewal date.	
Class	Class Description	Waiting Period	Contribution	
		[0-365 days] [other]	Employee %	Dependent %
	must pay a minimum of 50% of			be terminated by Health
	oup fails to contribute the percentage	e of employees' premium specit	ïed above.	
Maximum Depende				
	ealth Parity [Yes][No]			
Please indicate v	whether a HRA, or mechanis	ms utilized to reduce the	employee's portion	of health plan costs,
is either in place	or planned to be purchased.	[Yes] [No]		
Rates offered for t	his plan are contingent on assei	rtions submitted by the insur	ance applicant (or its	s agent) that there is no
HRA or other fund	ling mechanism in place, nor int	tent to purchase such an an	rangement. Upon e	vidence to the contrary,
the group health p	lan is subject to termination.			
Coinsurance In/	<b>Out</b> : [10%-30%/30%-50%]	PCP/Special	i <b>st</b> : [\$25/\$35]	
<b>Emergency Roo</b>	om: [\$50-\$250]	Inpatient In-I	Network: [\$0-\$500]	]
•	-Network: [30%-50%]	Deductible In	n-Network: [\$0-\$5,	000/\$0-\$15,000]
Deductible Out-	of-Network: [\$750-\$15,0	000/\$2,250-\$45,000]		
In-Network Coir	nsurance Maximum: [\$0-\$10	OK/\$0K-\$30K] [unlimited]		
<b>Out-of-Network</b>	Coinsurance Maximum: [\$	6K-\$32K/\$18K-\$96K] [unl	imited]	
Lifetime Maximu	um: Unlimited	Wellness: [Tr	aditional Wellness]	[Health Care Reform]
<b>Drug Coverage:</b>	[2 Tier Copay Plan [\$3-\$20	0]/[\$10-\$30] [other]]		
	[3 Tier Copay Plan: [\$3-\$2	0]/[\$10-\$75]/[\$10-\$100] [d	other]]	
	[3 Tier Copay Plan + Coins	s.: [\$3-\$20]/[\$10-\$40]/[\$10	)-\$60] + [20%][othe	:r]]
	[4 Tier Copay Plan [\$3-\$20/\$	10-\$75/\$10-\$100/\$10-\$200]]		
	[4 Tier Copay Plan [\$3-\$20/\$1	10-\$100/\$10-\$200/100%]]		
	[Mail Order Drugs [30-102	day supply] [1,2,3 copayr	nents]]	
	[None][Value Formulary] [S			
[Based on actuaria	al review, this drug benefit [is] [is		lard Medicare Part D	prescription coverage.]
Optional Benefi				

[Air Ambulance \$10,000]

## [Section 3.] BENEFIT SELECTION (CONTINUED) Arkansas Mandated Offer Benefit Riders: You must Elect or Reject Each Rider [Hearing Aid [Elect][Reject]] [Elect] [Reject\*] [Mental Health/Substance Abuse [Elect] [Reject]] [Mental Health Parity [Elect][Reject]] \*Rejection of the TMJ Benefit Rider means covered benefits provided to Covered Persons will not include temporomandibular joint disorders (TMJ) or craniomandibular disorders. [Life, AD&D and STD Coverage] [[\$15,000 - \$500,000 Group Life and AD&D] [STD [1-15/4-15/13-26] [\$50-\$1,500 Flat] [other]]\* [None]] [\*Must have life coverage to be eligible for STD.] [Life and AD&D benefits reduce 33 1/3% of the pre-age 65 amount at age 65 and 70, and terminate at retirement. An employee must be actively at work on his effective date for his life and AD&D insurance to take effect. STD coverage is non-contributory and requires 100% participation to meet eligibility guidelines.] [USAble Life is an independent company and operates separately from Health Advantage. USAble Life does not sell or service Health Advantage products. USAble Life is solely responsible for life insurance. [Life, AD&D and STD is provided through USAble Life.]] [Term Life and AD&D through USAble Life is Not Provided.] [Rates] If there is an agent or broker involved in this coverage transaction they may receive compensation from Health Advantage, or one of its affiliates, for his or her services related to the placement of this coverage. Any such compensation is included in the premium paid by the covered person. For more information on the compensation involved in this transaction, please direct your inquiry to the agent or broker. [SECTION 4.] ATTESTATIONS There are a number of federal regulations that impact small group business owners, either in requirements to provide health plan benefits or the types of benefits that must be offered. Our goal is to assist you in meeting these requirements, to help us accomplish this we ask that each small group business owner provide us with answers to the questions below **COBRA** - Group health plans for employers with 20 or more employees on more than 50% of the business days in the previous calendar year are subject to Cobra. Employers are required to provide qualified beneficiaries an election period during which the beneficiary can elect to continue coverage under the guidelines. We offer the services of a vendor, "Ceridian", to assist you in administering Cobra (no additional cost). Both full time and part time employees are counted to determine if a plan is subject to Cobra. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours worked divided by the number of hours used to determine full time status. (Yes\_\_) (No\_\_)Under the governmental guidelines the group health plan is subject to Cobra, meeting the criteria for 20 or more employees. (Yes )(No )If yes, do you wish to use the services of Ceridian? If no, who will administer Cobra for you? Maternity - The Pregnancy Discrimination Act of 1978 requires health plans with 15 or more employees to cover pregnancy, childbirth and related conditions. With USAble Life Arkansas products, we offer maternity coverage as a "rider" for those groups with fewer than 15 employees. In order to ensure we include maternity if required, please answer the

question below:

(Yes\_)(No\_)Do you have 15 or more employees, counting both full time and part time employees?

[SECTION 4.] ATTESTATIONS (CONTINUED)
<b>Medicare Secondary Payer</b> – If you have employees who are over 65 and enrolled in Medicare, Medicare will pay as "primary" if you have less than 20 employees (note that other criteria may apply as well). If Medicare is primary, we will offer lower "group health plan" rates to your employees who are over 65 and have their Medicare Parts A and B cards, but not if Medicare is secondary. The count of employees is determined on whether or not you employed 20 or more full time and part time employees each working day of 20 or more calendar weeks during the current or the previous calendar year. Copies of the Medicare Part A and B cards must be submitted for all Medicare-eligible enrolled employees for the lower rates to apply.
(Yes) (No) <sup>2</sup> Under the governmental guidelines discussed above, the group health plan will result in Medicare being the secondary payer, due to meeting the criteria for 20 or more employees as defined above.
<b>Mental Health Parity</b> — An amendment to the Mental Health Parity and Addiction Act of 2008, set to go into effect on October 3 <sup>rd</sup> , 2009 will require that certain group health plans and health insurance issuers offer coverage to the same extent for mental health and/or substance abuse disorders as they provide for health coverage. This law does not apply to small group employers, defined as those who employed an average of not more than 50 employees on business days during the preceding calendar year. If the health plan is subject to "Mental Health Parity", the benefits that must be offered will be richer compared to our current plans, with accompanying adjustments in rates. If not required by law to offer mental health parity, the small employer can decide to maintain the current benefit or elect to move to mental health parity as an option.  (Yes) (No)Under the governmental guidelines above the group health plan is subject Mental Health Parity, meeting the criteria for more than 50 employees.
<b>Medical Loss Ratio</b> - The determination of Large and Small Groups is based upon the average number of employees employed by the employer on business days during the proceeding calendar year. The Public Health Services Act §2791(e) provides
(1) The term "large employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 101 employees on business days during the preceding calendar year and who employs at least 2 employees on the first day of the plan year.
(2) The term "small employer" means, in connection with a group health plan with respect to a calendar year and a plan year, an employer who employed an average of at least 1 but not more than 100 employees on business days during the preceding calendar year and who employs at least 1 employees on the first day of the plan year.
The policyholder is a large employer small employer (check one).
[Grandfather Status - Our records indicate that your health plan [is not] [is] grandfathered.
Please confirm if you agree with the grandfathered status as indicated above.

\_Yes, I agree with the status as shown

No, I disagree with the status as shown because \_\_\_\_\_\_

[SECTION 4.] ATTESTATIONS (CONTINUED)
[Non-discrimination Rule - Our records indicate that your health plan is 'Non-Grandfathered' therefore discrimination based on waiting periods and contribution is prohibited by Section 2716 of the Public Health Services Act:
[Please select one waiting period for your enrollees:
(Class A: )
(Class B: )]
[Please select one contribution for your enrollees:
Contribution
Contribution ] ]
COBRA Handbook 2009, ¶4.03[E][2]; 26 CFR §54.4980B-2 Q/A 5(e).  2 42 CFR §411.170.

#### [SECTION 5.] EMPLOYEE INFORMATION

MINIMUM NUMBER OF INSURED EMPLOYEES & MINIMUM PARTICIPATION REQUIREMENTS.

Under the Medicare Secondary Payer Rules, it is the Employer's responsibility to annually inform USAble Life Group Health of proper employee counts for the purpose of determining payment priority between Medicare and USAble Life Group Health. USAble Life Group Health is required to furnish these counts to the Centers for Medicare and Medicaid Services (CMS).

medicale and medicald Services (CMS).			
Full-Time = means an active employee with a minimum of 30 hrs/week & 48 weeks/year	In State	OUT OF STATE	TOTAL
Full-Time Employees enrolling (including those satisfying their waiting period within 3 months after the effective date):			
Full-Time Employees waiving (including those satisfying their waiting period within 3 months after the effective date):			
COBRA Continuees (Enrolling)			
Life ONLY Contracts			
Total Enrolling and Waiving			
[New Full-Time Employees who will NOT satisfy the Waiting Period within 3 months after the eff. Date:]			
Part Time / Seasonal / Temporary Employees			
Total # of Employees			

**Minimum Number of Insured Employees.** [To meet small group enrollment guidelines a group must have at least two full-time enrolled employees, of which no more than 50% may reside in the same household.] [To meet large group enrollment guidelines a group must have at least fifty-one full-time enrolled employees. Groups whose enrollment subsequently drops below fifty-one enrolled must be rated as a small group upon renewal]

**Minimum Participation Requirements.** Employees covered through other comprehensive major medical-type coverage may be waived from the eligibility count. 75% of all eligible employees without waivers must be insured, and no less than 50% of the full-time employees must enroll.

This Policy may be terminated by the Company if the number of insured Employees falls below the minimum number of insured Employees specified above or if the percentage of eligible Employees of the Policyholder covered by the Policy becomes less than the percentage of Employee participation specified above.

[SECTION 6.] SIGNATURES			
This Application is made and delivered in the State	e of Arkansas a	and is governed by the law	s of Arkansas and the United
States of America. This Application is incorporated			
[I hereby apply for the above referenced coverage			
the policies applied for, will take effect as of the n			
approved and the premium is received by the			
below represents my agreement and acceptance [I hereby renew the above referenced coverage and acceptance of the coverage and			
policies renewed, will take effect as of the renew			
received by the home office of USAble Life. I als			
and acceptance of the attached premium rate so		triat my signature below	represents my agreement
[I understand the Life and Accidental Death & Dism		verage is provided through	a policy issued to the Trustee
of the USAble Life Group Insurance Trust, and I h			
USAble Life. A copy of the trust policy is maintaine			
examination by participating employers.]			
Any person who knowingly presents	a false or f	raudulent claim for p	ayment of a loss or
benefit or knowingly presents false	e informatio	n in connection with	an application for
insurance is guilty of a crime and n			
insurance is guilty of a crime and n  1. Policyholder			
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Policyholder     Signed at	may be subj		inement in prison.
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1. Policyholder  Signed at	may be subj	ect to fines and configure day ofday of	20 cyholder] d Name
1. Policyholder  Signed at	nay be subj	day ofday ofday of	20 cyholder]  d Name  coverage application and hing unfavorable about this

trust participation agreement is correct to the best of my knowledge, and I know nothing unfavorable about this firm or any individual proposed for coverage (except as noted on the employee applications). I have complied with the underwriting rules and regulations and have explained in detail the coverage to the member firm and its employees including the preexisting condition limitations and the qualifications of the effective date provisions. I understand that USAble Life will have no liability until this application has been approved and the premium is received.

Agent Signature	Insurance License #/Agency Fed. Tax ID#
Agent Printed Name	Date

Filing Company: USAble Life State Tracking Number:

Company Tracking Number: AR000960100012

TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other

Product Name: Group Health Policy Amendments and Employer Applic

Project Name/Number: GRP- Group/AR000960100012

### **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved 04/23/2012

Comments:

Attachment:

Flesch Certification USAble-42-59,42-60 7-12,42-14,42-29,42-30 R7-12.PDF

Item Status: Status

Date:

Bypassed - Item: Application Approved 04/23/2012

Bypass Reason: Not a policy filing

Comments:

Item Status: Status

Date:

Bypassed - Item: PPACA Uniform Compliance Approved 04/23/2012

Summary

Bypass Reason: Not a PPACA filing

Comments:



RE: USAble Life

Form Nos. 42-59, 42-60 7/12 ,42-14,,42-29, 42-30 R7/12,

# FLESCH READING EASE CERTIFICATION

This is to certify that he above referenced documents have achieved a Flesch Reading Ease Score average of 40.2 and comply with the requirements of A.C.A. §23-80-201 *et. seq.*, cited as the Life and Accident and Health Insurance Policy Language Simplification Act.

Juson Mann	
Name	
President	
Title	
April 17, 2012	
Date	